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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

DARKTRACE HOLDINGS LIMITED,
a private limited company, registered in
England and Wales,

Plaintiff,

vs.

SOLERA HOLDINGS, INC., a
Delaware corporation; and DOES 1-10,
inclusive,

Defendants.

Case No. 2:23-cv-08993-MCS-PVCx

**JOINT STIPULATION AND
PROTECTIVE ORDER**

SOLERA HOLDINGS, LLC,

Counter-Claimant,

vs.

DARKTRACE HOLDINGS LIMITED,

Counter-Defendant.

Plaintiff/Counter-Defendant Darktrace Holdings Limited (“Darktrace”),
Defendant Solera Holdings, Inc. (“Solera Inc.”), and Counter-Claimant Solera
Holdings, LLC (“Solera LLC”) (Solera Inc. and Solera LLC are collectively, “Solera”)
(Darktrace and Solera are collectively the “Parties” and, in the singular “Party”),
through their respective counsel, stipulate as follows:

1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the Parties hereby stipulate to and petition the Court to enter the
7 following Stipulated Protective Order. The Parties acknowledge that this Order does
8 not confer blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles. The Parties further acknowledge, as set forth in Section 12.3, below,
12 that this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
14 followed and the standards that will be applied when a Party seeks permission from
15 the court to file material under seal.

16 1.2 GOOD CAUSE STATEMENT

17 Plaintiff Darktrace is a British cybersecurity company that offers cyber defense,
18 cloud, network, and enterprise immune systems for customers across the globe.
19 Solera is a Texas-based company that provides risk management and asset protection
20 software and services to the automotive and property insurance markets.

21 This action arises from Darktrace's offering of its proprietary cybersecurity
22 hardware, software, and support services (the "Cybersecurity Offering") to Solera
23 under a Master Customer Agreement ("MCA"), executed on February 7, 2020, and
24 related January 2020 Product Order Form. Under the MCA, the Parties agreed to
25 "treat the other [P]arty's Confidential Information as confidential" for a period of no
26 less than five (5) years from the date of receipt. The MCA defined "Confidential
27 Information" to mean "any information, however conveyed or presented, that relates
28 to the business, affairs, operations, customers, suppliers, processes, budgets, pricing

1 policies, product information, strategies, developments, trade secrets, Intellectual
2 Property, and know-how of a Party, and any other information deemed by a Party to
3 be confidential to it [...] and information that ought reasonably be considered to be
4 confidential.” (MCA at Appendix 1, § 1.1.) Over the course of the Parties’
5 contractual relationship, Darktrace provided Solera with “Confidential Information”
6 (as that term is defined in the MCA) including, among other things, valuable
7 commercial, technical, proprietary intellectual property, and pricing information,
8 relating to the Cybersecurity Offering, which has been independently developed by
9 Darktrace, confers Darktrace with a competitive advantage in the cybersecurity
10 marketplace, and for which special protection from public disclosure and from use for
11 any purpose other than prosecution of this action is warranted. The “Confidential
12 Information” disseminated by Darktrace to Solera under the auspices and protections
13 of the MCA is not publicly available. Conversely, in an effort to facilitate installation
14 and use of the Cybersecurity Offering under the MCA, Solera provided Darktrace
15 with “Confidential Information” relating to Solera’s business operations and technical
16 and information systems. Should the aforementioned confidential and proprietary
17 information be made publicly available or otherwise come to light for purposes other
18 than the prosecution of the instant action, there is a significant risk of competitive
19 harm to the Parties. The Parties anticipate taking discovery of their alleged
20 performance under the MCA, which will necessarily implicate documents and
21 communications containing or concerning the “Confidential Information,” which they
22 mutually agreed to treat as confidential by the terms of the MCA itself.

23 It is the intent of the Parties that information will not be designated as
24 confidential for tactical reasons, and that nothing be so designated without a good
25 faith belief that it has been maintained in a confidential, non-public manner, and there
26 is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: This pending civil action captioned *Darktrace Holdings Limited v. Solera Holdings, Inc.* (Case No. 2:23-cv-08993-MCS-PVC).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a Party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this Action but are retained to represent or advise a Party to this Action and have

1 appeared in this Action on behalf of that Party or are affiliated with a law firm which
2 has appeared on behalf of that Party, and includes support staff.

3 2.11 Party: any Party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover not only
19 Protected Material (as defined above), but also (1) any information copied or extracted
20 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
21 Protected Material; and (3) any testimony, conversations, or presentations by Parties
22 or their Counsel that might reveal Protected Material.

23 Any use of Protected Material at trial will be governed by the orders of the trial
24 judge. This Order does not govern the use of Protected Material at trial.

25 26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations
28 imposed by this Order will remain in effect until a Designating Party agrees otherwise

1 in writing or a court order otherwise directs. Final disposition will be deemed to be
2 the later of (1) dismissal of all claims and defenses in this Action, with or without
3 prejudice; and (2) final judgment herein after the completion and exhaustion of all
4 appeals, rehearings, remands, trials, or reviews of this Action, including the time
5 limits for filing any motions or applications for extension of time pursuant to
6 applicable law.

7
8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or Non-Party that designates information or items for protection
11 under this Order must take care to limit any such designation to specific material that
12 qualifies under the appropriate standards. The Designating Party must designate for
13 protection only those parts of material, documents, items, or oral or written
14 communications that qualify so that other portions of the material, documents, items,
15 or communications for which protection is not warranted are not swept unjustifiably
16 within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations
18 that are shown to be clearly unjustified or that have been made for an improper
19 purpose (e.g., to unnecessarily encumber the case development process or to impose
20 unnecessary expenses and burdens on other Parties) may expose the Designating Party
21 to sanctions.

22 If it comes to a Designating Party's attention that information or items that it
23 designated for protection do not qualify for protection, that Designating Party must
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in
26 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
27 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
28

1 under this Order must be clearly so designated before the material is disclosed or
2 produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
8 contains protected material. If only a portion or portions of the material on a page
9 qualifies for protection, the Producing Party also must clearly identify the protected
10 portion(s) (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for
12 inspection need not designate them for protection until after the inspecting Party has
13 indicated which documents it would like copied and produced. During the inspection
14 and before the designation, all of the material made available for inspection will be
15 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
16 it wants copied and produced, the Producing Party must determine which documents,
17 or portions thereof, qualify for protection under this Order. Then, before producing the
18 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
19 to each page that contains Protected Material. If only a portion or portions of the
20 material on a page qualifies for protection, the Producing Party also must clearly
21 identify the protected portion(s) (e.g., by making appropriate markings in the
22 margins).

23 (b) for testimony given in depositions that the Designating Party identify
24 the Disclosure or Discovery Material on the record, before the close of the deposition
25 all protected testimony.

26 (c) for information produced in some form other than documentary and
27 for any other tangible items, that the Producing Party affix in a prominent place on the
28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 2 protection, the Producing Party, to the extent practicable, will identify the protected
 3 portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 5 failure to designate qualified information or items does not, standing alone, waive the
 6 Designating Party’s right to secure protection under this Order for such material.
 7 Upon timely correction of a designation, the Receiving Party must make reasonable
 8 efforts to assure that the material is treated in accordance with the provisions of this
 9 Order.

10 11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 13 designation of confidentiality at any time that is consistent with the Court’s
 14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party will initiate the dispute
 16 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
 17 et seq.

18 6.3 The burden of persuasion in any such challenge proceeding will be on the
 19 Designating Party. Frivolous challenges, and those made for an improper purpose
 20 (e.g., to harass or impose unnecessary expenses and burdens on other Parties) may
 21 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 22 or withdrawn the confidentiality designation, all Parties will continue to afford the
 23 material in question the level of protection to which it is entitled under the Producing
 24 Party’s designation until the Court rules on the challenge.

25 26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 28 disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such
2 Protected Material may be disclosed only to the categories of persons and under the
3 conditions described in this Order. When the Action has been terminated, a Receiving
4 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
11 only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
13 well as employees of said Outside Counsel of Record to whom it is reasonably
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of
16 the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this Action and who have signed the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the Court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses, and attorneys for witnesses, in
28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing

1 Party requests that the witness sign the form attached as Exhibit A hereto; and (2) they
2 will not be permitted to keep any confidential information unless they sign the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
4 by the Designating Party or ordered by the court. Pages of transcribed deposition
5 testimony or exhibits to depositions that reveal Protected Material may be separately
6 bound by the court reporter and may not be disclosed to anyone except as permitted
7 under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,
9 mutually agreed upon by any of the Parties engaged in settlement discussions.

10
11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
12 OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation
14 that compels disclosure of any information or items designated in this Action as
15 “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification
17 will include a copy of the subpoena or court order;

18 (b) promptly notify in writing the Party who caused the subpoena or
19 order to issue in the other litigation that some or all of the material covered by the
20 subpoena or order is subject to this Protective Order. Such notification will include a
21 copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with
25 the subpoena or court order will not produce any information designated in this action
26 as “CONFIDENTIAL” before a determination by the court from which the subpoena
27 or order issued, unless the Party has obtained the Designating Party’s permission. The
28 Designating Party will bear the burden and expense of seeking protection in that court

1 of its confidential material and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
3 directive from another court.

4
5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
6 IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a
8 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
9 produced by Non-Parties in connection with this litigation is protected by the
10 remedies and relief provided by this Order. Nothing in these provisions should be
11 construed as prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party's confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's
15 confidential information, then the Party will:

16 (1) promptly notify in writing the Requesting Party and the Non-
17 Party that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the
23 Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court within
25 14 days of receiving the notice and accompanying information, the Receiving Party
26 may produce the Non-Party's confidential information responsive to the discovery
27 request. If the Non-Party timely seeks a protective order, the Receiving Party will not
28 produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.
2 Absent a court order to the contrary, the Non-Party will bear the burden and expense
3 of seeking protection in this court of its Protected Material.

4
5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 a. If a Receiving Party learns that, by inadvertence or otherwise, it has
7 disclosed Protected Material to any person or in any circumstance not authorized
8 under this Stipulated Protective Order, the Receiving Party must immediately (a)
9 notify in writing the Designating Party of the unauthorized disclosures, (b) use its best
10 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
11 person or persons to whom unauthorized disclosures were made of all the terms of this
12 Order, and (d) request such person or persons to execute the “Acknowledgment and
13 Agreement to Be Bound” that is attached hereto as Exhibit A.

14
15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 a. When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
21 may be established in an e-discovery order that provides for production without prior
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
23 Parties reach an agreement on the effect of disclosure of a communication or
24 information covered by the attorney-client privilege or work product protection, the
25 Parties may incorporate their agreement in the stipulated protective order submitted to
26 the court.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
11 only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file Protected Material
13 under seal is denied by the court, then the Receiving Party may file the information in
14 the public record unless otherwise instructed by the court.

15
16 13. FINAL DISPOSITION

17 a. After the final disposition of this Action, as defined in Paragraph 4,
18 within 60 days of a written request by the Designating Party, each Receiving Party
19 must return all Protected Material to the Producing Party or destroy such material. As
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,
21 compilations, summaries, and any other format reproducing or capturing any of the
22 Protected Material. Whether the Protected Material is returned or destroyed, the
23 Receiving Party must submit a written certification to the Producing Party (and, if not
24 the same person or entity, to the Designating Party) by the 60 day deadline that (1)
25 identifies (by category, where appropriate) all the Protected Material that was returned
26 or destroyed and (2) affirms that the Receiving Party has not retained any copies,
27 abstracts, compilations, summaries or any other format reproducing or capturing any
28 of the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
3 reports, attorney work product, and consultant and expert work product, even if such
4 materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Protective Order as set forth in
6 Section 4 (DURATION).

7
8 14. Any willful violation of this Order may be punished by civil or criminal
9 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
10 authorities, or other appropriate action at the discretion of the Court.

11
12 **FOR GOOD CAUSE SHOWN BY THE PARTIES’**
13 **STIPULATION, IT IS SO ORDERED.**

14
15 DATED: February 6, 2024

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18 _____
19 Hon. Pedro V. Castillo
20 United States Magistrate Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Darktrace Holdings Limits v. Solera Holdings, Inc.* (Case No. 2:23-cv-08993-MCS-PVC). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____